

CORRIGENDUM - II

Part - A (Replies to Bidders Queries)

**Name of Work: Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 03 years
(Tender No: N1PD-18/2019 dated 02/12/2019)**

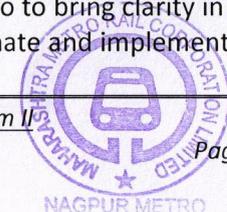
| Sr. No. | Queries Raised | Maha-Metro's Reply |
|---------|---|---|
| 1 | Minimum contract period should be 10 years | The contract period is revised to 5 years, which will be inclusive of the fitment period. |
| 2 | The fitment period is suggested for minimum 90 days from the date of First handing over of advertisement spaces as per Annexure-1. Whereas due to some unforeseen reasons the delay in execution occurs, then extension maybe granted accordingly, but not more than 180 days in totality. | Not accepted. The condition in bid document shall prevail. |
| 3 | Fitment period shall be excluded from the contract tenure. | Not accepted. The condition in bid document shall prevail. |
| 4 | Refer Clause 4.6 of Point No 7 of the RFP Document – No Power Supply period must be defined. | Maha-Metro on best effort basis shall try to provide the power connection for advertisement spaces within 30 days from the date of approval of advertisement plans, however the same shall be without any binding obligation. |
| 5 | What if minimum Advertisement Space mention in the tender is not available /feasible? | Based on Maha-Metro's initial study it is found that the minimum advertisement space is available at each of the metro station. However, under special cases, if the minimum area is not available at any metro station, then the license fee will be charged based on the actual advertisement area available at the respective metro station. |

| Sr. No. | Queries Raised | Maha-Metro's Reply |
|---------|--|---|
| 6 | Annexure-3 is not uploaded with the tender document. | The file is uploaded now, which includes tentative locations showing the available advertisement spaces at various metro stations. |
| 7 | As per clause no. 5.19 security deposit payable is 12 month of license fee which at higher side and shall be consider 50% of the Annual License fee. It shall be in the from of 100% BG as we already making the payment in advance. – Suggestion. | Not Accepted. The condition in document shall prevail. |
| 8 | Is this tender will be consider as a sole right for the particular station which is bided by the participant. | Yes. The Successful Bidder/Licensee shall have exclusive rights for the respective metro station for which the bid is submitted. |
| 9 | We have requested for extension of contract period from 3 years to 10 years. Further We request you to put a clause for first right of refusal in the tender | The contract period is revised to 5 years, which will be inclusive of the fitment period. For First Right of Refusal : The Successful Bidder/Licensee shall have the right of first refusal, provided no default is made in the payments of License fees to Maha-Metro and the Licensee participates in the tender invited then and agrees to match the highest bid received. |
| 10 | As per above subject we request you to make the necessary alternation in clause no. 04 sub clause no. (e) read as follows:- <i>Appoint an architect to interact with nodal representative of Maha-Metro to bring clarity in understanding of spaces, to coordinate and implement decisions taken.</i> We request you to add interior designer for such coordination. | Accepted.  |

Part -B (Addendum)

**Name of Work: Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 03 years
(Tender No: N1PD-18/2019 dated 02/12/2019)**

| Sr. No. | Clause Number/Description | Existing Clause | Modified Clause |
|---------|--|---|---|
| 1 | Name of Project (Covering page) | Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 03 years | Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 years |
| 2 | Clause 1.1.2 of the RFP Document | Maha-Metro has with a view to earn more non-fare box revenue, invites tender from reputed advertisement agencies to whom the Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project will be licensed for a period of 03 years” | Maha-Metro has with a view to earn more non-fare box revenue, invites tender from reputed firms/advertisement agencies to whom the Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project will be licensed for a period of 05 years. |
| 3 | Clause 1.1.3 of the RFP Document | The advertisement rights in this bid, shall be provided to Selected Bidder/s on license basis for a period of 03 years. The License shall include installation, operation and maintenance of Advertisement inventory at dedicated advertisements sites at the various locations in selected metro stations of Nagpur Metro Rail Project for a period of 03 years. | The advertisement rights in this bid, shall be provided to Selected Bidder/s on license basis for a period of 05 years. The License shall include installation, operation and maintenance of Advertisement inventory at dedicated advertisements sites at the various locations in selected metro stations of Nagpur Metro Rail Project for a period of 05 years. |
| 4 | Clause 4.2 (Sub Point 3) of the RFP Document | The advertisement spaces shall be provided to Selected Bidder/s on license basis for a period of 03 years. | The advertisement spaces shall be provided to Selected Bidder/s on license basis for a period of 05 years. |
| 5 | Clause 4.2 (4) (e) of the RFP Document | Appoint an architect to interact with nodal representative of Maha-Metro to bring clarity in understanding of spaces, to coordinate and implement decisions taken. | Appoint an architect/interior designer to interact with nodal representative of Maha-Metro to bring clarity in understanding of spaces, to coordinate and implement decisions taken. |



MAHARASHTRA METRO RAIL CORPORATION LIMITED

| Sr. No. | Clause Number/Description | Existing Clause | Modified Clause |
|---------|---|--|--|
| 6 | Clause 4.5 (Sub Point 1) of the RFP Document | The exclusive advertisement rights of Selected Metro Stations shall be provided for a period of 03 years unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of License Agreement. | The exclusive advertisement rights of Selected Metro Stations shall be provided for a period of 05 years unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of License Agreement. |
| 7 | "Clause 4.5 point no. (1)" of Volume - I (RFP Document) | The exclusive advertisement rights of Selected Metro Stations shall be provided for a period of 03 years unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of License Agreement. | The exclusive advertisement rights of Selected Metro Stations shall be provided for a period of 05 years unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of License Agreement. |
| 8 | Clause 4.7 of the RFP Document | The agreement shall be valid for a period of 03 years from the date of handover of advertisement space, irrespective of extension of fitment period by Maha-Metro. | The agreement shall be valid for a period of 05 years from the date of handover of advertisement space, irrespective of extension of fitment period by Maha-Metro. |
| 9 | Tender Notice | Documents on sale : Documents can be downloaded from 17.00 hrs. of 06.12.2019 to 16.00 Hrs of 09.01.2020 from MAHA-METRO's e-tender Portal. | Documents on sale : Documents can be downloaded from 17.00 hrs. of 06.12.2019 to 16.00 Hrs of 16.01.2020 from MAHA-METRO's e-tender Portal. |
| 10 | Tender Notice | Date & Time of submission of Tender : Online submission up-till 16.00 hrs. on 03.01.2020 at MAHA-METRO's e-tender portal. | Date & Time of submission of Tender : Online submission up-till 16.00 hrs. on 16.01.2020 at MAHA-METRO's e-tender portal. |
| 11 | Tender Notice | Date & Time of Opening of Tender: On 03.01.2020 at 16.30 hrs. or as decided by the Maha-Metro at "Metro House, 28/2, Anand Nagar, Civil lines, Nagpur 440001" | Date & Time of Opening of Tender: on 16.01.2020 at 16.30 hrs. or as decided by the Maha-Metro at "Procurement Section, First Floor, Metro Bhavan, East High Court Road (VIP Road), In Front of Dr. Babasaheb Ambedkar College, Near Diksha Bhoomi, Nagpur - 440010" |

12. The "Clause 4.6 - Charging of License Fee" of the RFP Document is replaced with the following clause –

Clause 4.6 - Charging of License Fee

- 4.6.1 The License fee shall be charged as per the financial proposal submitted by the bidder. At any given period, the license fee shall be charged for a minimum area of advertisement space or actual advertisement space/area, whichever is higher.
- 4.6.2 The License fee shall commence immediately after expiry of the fitment period of 60 days, i.e, from the 61st day from the date of handing over of station, for the limited purpose of advertisement at stations as per Annexure-1, and shall be charged until the termination/completion of agreement/Contract.
- 4.6.3 The Annual License Fees shall be computed for Twelve calendar months from 1st day of April to 31st day of March for payment of License Fees. The aforesaid Annual License Fees shall be paid in two instalments and shall be due on 1st April and 1st October of each calendar year.
- 4.6.4 The license fee shall be paid in advance within 15 days of the commencement of that half year. This has also been illustrated below for better understanding of licensee –

| | | |
|--|---|---|
| The Billing period | 1 st April – 30 th September | 1 st October – 31 st March |
| Period for the issue of Demand Note | 16 th February to 15 th March | 16 th August to 15 th September |
| Last Date of payment of Dues to Maha-Metro | 15 th March | 15 th September |

- 4.6.5 In the event if the license tenure at the start and end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.
- 4.6.6 The first payment of License Fees (prorata basis after deducting the respective moratorium period) as applicable from the date of agreement and up to the 31st day of March or October, as the case may be, shall be paid within 30 days of issuance of LOA by the authority.
- 4.6.7 The Annual License Fee shall be escalated by 5% every year, on compounding basis.
- 4.6.8 The Annual License fee as applicable for the base year shall be computed as follows –

$$\text{Annual License Fees} = \text{License Fee per Sqm. as quoted by Licensee (Rate per Sq.mt. per month)} * \text{Advertisement Space allotted to the Licensee.} * 12 \text{ months}$$



- 4.6.9 Where there is no power availability to a given space at the time of handing over, 50% of quoted rate / sq.mt./month will be charged, till time of power connection is provided. Thereafter full rate will be charged. Maha-Metro will intimate the successful licensee about the availability of power.
- 4.6.10 The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to fabricate, install and commission the advertisement spaces/panels.
- 4.6.11 Along with License Fee, Licensee shall also pay other dues i.e. Goods and Service Tax, Statutory dues / liabilities, electricity charges, damage/ penal charges, pending arrears, etc. as applicable time to time.
- 4.6.12 The utility charges including consumption of electricity, etc. shall also be payable by licensee to Maha-Metro in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand raised by Maha-Metro.
- 4.6.13 The sub-meter shall be installed by the licensee for calculating the consumption of water and electricity, if any. Necessary charges for the same shall be borne by the Licensee.
- 4.6.14 The licensee shall preferably make the payment of the license fee to Maha-metro, as mentioned above, by electronic mode i.e. RTGS/NEFT/IMPS/Online Transfer after taking prior approval of Maha-Metro & complying with the laid down procedure.

13. Due to change in License tenure few clauses of the Bid Form - I to Bid Form - X are modified. Accordingly, the modified bid forms are attached as Annexure - 5. Bidders are requested to use the same for submission of their bid.

This Corrigendum II shall form part of the RFP. All other terms and conditions of RFP notice shall remain unchanged.



Executive Director (Procurement)
MAHA-METRO
Metro Bhavan, East High Court Road (VIP Road),
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